

EXHIBIT A

Re: Loan for US\$5 million from Higround Pte. Ltd.

Term Loan Agreement

ON THIS DAY OF Twenty Fifth of April 2019, Genesis Digital Assets Pte. Ltd., of 1 Goldhill Plaza, #03-39 Podium Block, Singapore 308899 (hereinafter known as the "Borrower") wishes to borrow from and promises to pay back to Higround Pte. Ltd., of 60 Paya Lebar Road, #08-12 Paya Lebar Square, Singapore 409051 (hereinafter known as the "Lender"), and the Lender wishes to lend to the Borrower the principal sum of Five Million United States Dollars (\$5,000,000.00), with interest accruing on the unpaid balance at a rate of Seven percent (7.00%) per annum beginning as of the date above in accordance with McKinney's Banking Law § 14-a (Interest and Usury) of the New York Statutes (hereinafter known as the "Note").

This shall begin as of the date above in the manner that follows:

- 1. PAYMENTS:** Borrower shall pay in full the principal and interest accrued on or before the due date.

Interest payment shall be due and payable on the 25th day of every sixth month beginning on the 25th day of October, 2019.

All payments shall be made to Lender at the address set forth below or mutually agreed upon bank account, unless Borrower is provided with written notice of an alternative address.

- 2. DUE DATE:** The full balance on this Note, including any accrued interest and late fees, is due and payable on the 24th day of May, 2022.
 - 3. INTEREST DUE IN THE EVENT OF DEFAULT:** In the event that the Borrower fails to pay the Note, in full, on the due date, unpaid principal shall accrue interest at the rate of Ten percent (10%) per annum OR the maximum rate allowed by law, whichever is less, until the Borrower is no longer in default.
 - 4. ALLOCATION OF PAYMENTS:** Payments shall be first credited to any late fees due, then to interest due, and any remainder will be credited to principal.
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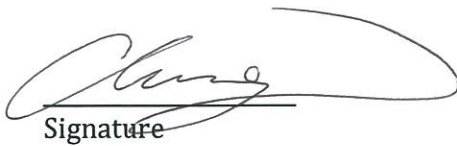
5. **PREPAYMENT:** Borrower may pre-pay this Note without penalty.
 6. **LATE FEES:** If the Lender receives any payment more than 7 days after the date that it is due, then a late payment fee of \$250,000.00 shall be payable with the scheduled payment along with any interest due.
 7. **ACCELERATION:** If the Borrower is in default under this Note and fails to make any payment owed and such default is not cured within 7 days after written notice of such default, then Lender may, at its option, shall declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Lender may have under state and federal law.
 8. **ATTORNEYS' FEES AND COSTS:** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
 9. **WAIVER OF PRESENTMENTS:** Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.
 10. **NON-WAIVER:** No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.
 11. **SEVERABILITY:** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.
 12. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.
 13. **NOTICE:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.
 14. **EXECUTION:** The Borrower executes this Note as a principal and not as a surety. If there is more than one Borrower, each Borrower shall be jointly and severally liable under this Note.
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SIGNATURE AREA

This agreement was signed the 25th day of April, 2019 by the following:

[For and on behalf of Lender]

Hae-suk Chung, Director



Signature

[For and on behalf of Borrower]

Henry Lee, Director



Signature
